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9 Attorneys for Defendant TRAVELERS

10 COMMERCIAL INSURANCE COMPANY

11 UNITED STATES DISTRICT COURT OF CALIFORNIA

12 CENTRAL DISTRICT OF CALIFORNIA

13 YAFIT YACOBY, an individual,

No. 2:17-CV-06132-SVW-AGR

14 Plaintiff,

**STIPULATION AND  
PROTECTIVE ORDER**

15 vs.

Complaint Filed: 07/26/17

Trial Date: None Set

16 TRAVELERS COMMERCIAL  
17 INSURANCE COMPANY, and  
18 DOES 1 to 20, inclusive;

19 Defendants. /

20  
21  
22 WHEREAS each of the parties to the above captioned matter submit that  
23 certain documents and information sought in connection with discovery in the Action  
24 may contain confidential, private, personal or financial information that is not  
25 otherwise available to the public ("Confidential Information");

26 WHEREAS the parties wish to engage in full discovery without impinging on  
27 legitimate confidential and private interests;  
28

STIPULATION & PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT

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1 AND WHEREAS good cause exists for entry of this Stipulation and Protective  
2 Order;

3 IT IS THEREFORE STIPULATED, AGREED AND ORDERED that:

4 1. Confidential Information.

5 The parties to this litigation may designate as "CONFIDENTIAL" any  
6 document, testimony, information or material ("Confidential Information")  
7 disclosed through formal or informal discovery or otherwise in the course of this  
8 litigation as hereinafter set forth in subsections (a), (b), and (c) of this section. Such  
9 designation shall subject the information produced or provided under said  
10 designation to the provisions of this Order. All or any portion of any documents,  
11 transcripts, writings or recordings of any sort which substantially quote or  
12 paraphrase information regarding the Confidential Information shall also be deemed  
13 "CONFIDENTIAL" and subject to the terms and conditions of this Order. The  
14 parties shall act in good faith and on a reasonable basis when designating material  
15 "CONFIDENTIAL."

16 (a) Any writing produced by any party or person in this litigation may be  
17 designated as "CONFIDENTIAL" by any of the parties to this litigation by  
18 stamping the word "CONFIDENTIAL" on the face of the writing. Alternatively, a party may designate any writing as "CONFIDENTIAL" by  
19 identifying any such document by bates number and designating it as  
20 "CONFIDENTIAL" in a letter to the opposing party(s)' counsel submitted  
with or prior to the production of such document.

21 (b) At the deposition, any party to this litigation may designate deposition  
22 testimony or any portion of deposition testimony as "CONFIDENTIAL" by  
23 advising the reporter and counsel of such designation. All transcripts of  
24 depositions and deposition exhibits, and all information addressed in  
25 deposition, shall be treated in their entirety as Confidential Information for  
26 twenty (20) business days after such transcripts and exhibits are actually  
27 received by counsel for each party. During the twenty (20) day period or  
28 thereafter, any party may designate deposition testimony or any portion of  
deposition testimony as "CONFIDENTIAL" by advising counsel of such  
designation. Portions of any deposition designated "CONFIDENTIAL"  
which are to be filed with the Court shall be filed under seal, bearing

1 substantially the following designation: "Portions of this deposition were  
2 taken subject to a Confidentiality Agreement. These portions shall remain  
3 sealed until further agreement of the parties." Whenever any writing  
4 designated as "CONFIDENTIAL" is identified as an exhibit in connection  
5 with testimony given in this case, it shall be so marked and separately filed  
6 under seal with the Court.

7 (c) Any party to this litigation may designate specific responses to information  
8 requests, including requests for production responses and interrogatory  
9 answers, "CONFIDENTIAL" by labeling the specific response  
10 "CONFIDENTIAL."

11 2. Filing Under Seal.

12 Whenever any Confidential Information is used or submitted to the Court in  
13 conjunction with any filing or proceeding in this litigation, it shall be so marked and  
14 shall be filed <sup>with an application to file</sup> ~~separately~~ under seal with the Court. Where possible, only  
15 "CONFIDENTIAL" portions of filings with the Court shall be filed under seal. Any  
16 documents to be filed under seal must comply with Civil Local Rule 79-5.

17 3. Access to Confidential Information.

18 Except upon prior written consent of the party asserting "CONFIDENTIAL"  
19 treatment or upon further order of a court of competent jurisdiction, Confidential  
20 Information shall be held in strict confidence and shall be used solely for the  
21 purposes of prosecution or defense of this litigation. Access to Confidential  
22 Information shall be limited to:

- 23 (a) the Court, including any Court personnel assisting the Court, stenographers or  
24 other persons involved in taking or transcribing court or deposition testimony  
25 in this action, and members of the jury;  
26 (b) the parties, attorneys representing the parties and paralegal, clerical and  
27 secretarial employees of such attorneys ;  
28 (c) the officers, directors, agents or employees of the parties participating in the  
prosecution, defense, settlement or other disposition of this action;  
(d) mediators, consultants, experts or litigation support services, including  
outside copying services, retained by a party for the purpose of assisting that

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1 party in this action provided such persons agree in writing to abide and be  
2 bound by the terms of this Order in the form attached as Exhibit A;

3 (e) potential witnesses provided such persons agree in writing to abide and be  
4 bound by the terms of this Order in the form attached hereto as Exhibit A;

5 (f) any person who is an author, addressee or recipient of, or who previously had  
6 access to, the Confidential Information;

7 (g) deposition witnesses who agree in writing to abide by and be bound by the  
8 terms of this Order in the form attached hereto as Exhibit A;

9 (h) any other person as to whom the party that designated the document or  
10 information as Confidential has consented to disclosure in advance; and

11 (i) any other person designated by the Court.

12 Notwithstanding any provision in this Order, a party may disclose or make  
13 Confidential Information available to regulators with supervisory authority over that  
14 party, and external auditors and reinsurers of that party who have a business need  
15 for that Confidential Information.

16 4. Inadvertent Disclosure.

17 If any party inadvertently produces or discloses any Confidential Information  
18 without marking it as "CONFIDENTIAL", that party may give notice to the  
19 receiving party that the information should be treated as "CONFIDENTIAL" in  
20 accordance with the terms of this Order, and shall forward appropriately stamped  
21 copies of the items in question or otherwise follow the procedures in this Order for  
22 designating such information as "CONFIDENTIAL". Within five (5) days of the  
23 receipt of substitute copies, and upon request, the receiving party (at the expense of  
24 the party that inadvertently produced the Confidential Information) shall return the  
25 previously unmarked items and all copies thereof. Inadvertent disclosure shall not  
26 be deemed a waiver of confidentiality.

27 5. Copying and Storage of Confidential Information.

28 No party shall, for itself or for any other person or persons, make more copies  
of any Confidential Information than are reasonably necessary to conduct this  
litigation. Except as otherwise provided in this Order, all Confidential Information

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1 shall remain in possession of counsel for the respective parties or the parties  
2 themselves, and be stored in a secure place.

3 6. Challenges to Confidential Designations.

4 If any party to this litigation objects to the designation of any document,  
5 testimony, information or material as "CONFIDENTIAL," the party may, by  
6 noticed motion, apply to the Court for a ruling that the document, testimony,  
7 information or material shall not be so treated. The burden shall remain with the  
8 party seeking confidentiality to justify such designation. Unless and until the Court  
9 enters an order to the contrary, the document, testimony, information or material  
10 shall be given the "CONFIDENTIAL" treatment initially assigned to them and as  
11 provided for in this Order.

12 7. Use of Confidential Information.

13 Should any party hereto seek to utilize any Confidential Information at trial,  
14 deposition or <sup>discovery</sup> a hearing in this matter, that party shall meet with counsel for the other  
15 parties in an effort to agree upon a procedure to insure the confidentiality of such  
16 Confidential Information. <sup>Confidential Information used at trial shall</sup>  
17 ~~In the event counsel are unable to reach agreement, the~~  
18 ~~matter may be submitted to the Court.~~  
19 <sup>become public absent a separate Court order upon motion and a</sup>  
20 <sup>sufficient showing.</sup>

21 8. Procedures Upon Termination of Action.

22 Within thirty (30) business days following any final settlement or the running  
23 of any applicable time to appeal the final order entered in this litigation, all parties  
24 shall either (i) return to the person who produced such materials all copies of all  
25 Confidential Information obtained in this action or (ii) certify to that person that all  
26 such Confidential Information has been destroyed, except that counsel for each party  
27 may retain in its files one copy of each pleading, brief or document filed with the  
28 Court, and deposition and trial transcripts and exhibits thereto, and correspondence,  
subject to the provisions of this Confidentiality Agreement. <sup>Copies of</sup>  
~~"CONFIDENTIAL" documents that have been filed with the Court may be returned~~  
~~to the filing party by the Clerk of the Court, or destroyed.~~

1 9. Efforts by Non-Parties to Obtain Confidential Information

2 If any party has obtained Confidential Information under the terms of this  
3 Order and receives a subpoena or other compulsory process from a non-party  
4 commanding the production of such Confidential Information, such party shall use  
5 reasonable efforts to promptly notify the party that designated the Confidential  
6 Information as "CONFIDENTIAL." The party receiving the subpoena or other  
7 process may thereafter produce the Confidential Information in compliance with the  
8 subpoena or other process unless the designating party quashes the subpoena or  
9 otherwise obtains an order releasing the receiving party from the obligation to  
10 produce the Confidential Information.

11 10. Improper Disclosure.

12 If any party discloses Confidential Information to any person other than in a  
13 manner authorized by this Order, that party shall promptly inform the party that  
14 provided the Confidential Information about the disclosure, shall endeavor in good  
15 faith to retrieve such Confidential Information and prevent its further disclosure.

16 11. Effect of Order.

17 This Order shall not affect the right of any party or non-party to oppose  
18 production of documents or other information on any ground permitted by the Rules  
19 of Civil Procedure, including any applicable privilege. Moreover, this Order shall  
20 not affect the scope of discovery by any party under the Rules of Civil Procedure or  
21 the admissibility of any evidence in this action.

22 12. Application to Court.

23 Any interested party may apply to the Court for an order permitting the  
24 disclosure of any Confidential Information or for an order modifying or limiting this  
25 Order in any respect.

26 13. Continuing Jurisdiction.

27 All provisions of this Order shall continue to be binding after the conclusion  
28 of this action unless subsequently modified by agreement between the parties or

AGR

1 order of the Court and the Court shall retain jurisdiction of this matter for the  
2 purpose of enforcing this Order.

3 WE HEREBY AGREE AND CONSENT to the terms of this Stipulation and  
4 Protective Order:

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6 Dated: November 1, 2017 LOSH & KHOSHLESAN, LLP

7  
8 By:   
JOSEPH KHOSHLESAN, ESQ.  
Attorneys for Plaintiffs YAFIT YACOBY

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10 Dated: November \_\_, 2017 FORAN GLENNON PALANDECH PONZI  
11 & RUDLOFF PC

12  
13 By: \_\_\_\_\_  
EDWARD P. MURPHY, ESQ.  
Attorney for Defendant TRAVELERS  
14 COMMERCIAL INSURANCE COMPANY

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16 APPROVED AND SO ORDERED:

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18 DATED: Nov. 9, 2017

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21 THE HONORABLE MAGISTRATE ALICIA  
22 G. ROSENBERG

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3 WE HEREBY AGREE AND CONSENT to the terms of this Stipulation and  
4 Protective Order:

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6 Dated: November \_\_, 2017 LOSH & KHOSHLESAN, LLP

7  
8 By: JOSEPH KHOSHLESAN, ESQ.  
9 Attorneys for Plaintiffs YAFIT YACOBY

10 Dated: November 1, 2017 FORAN GLENNON PALANDECH PONZI  
11 & RUDLOFF PC

12 By: Edward P. Murphy  
13 EDWARD P. MURPHY, ESQ.  
14 Attorney for Defendant TRAVELERS  
15 COMMERCIAL INSURANCE COMPANY

16 APPROVED AND SO ORDERED:

17  
18 DATED: \_\_\_\_\_, 2017

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21 THE HONORABLE MAGISTRATE ALICIA  
22 G. ROSENBERG  
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